

**MEMORANDUM OF UNDERSTANDING
PARTNERSHIP¹ TO RESTORE NEW HAMPSHIRE'S ESTUARIES**

AMONG THE NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION, NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES, PISCATAQUA REGION ESTUARIES PARTNERSHIP, THE NATURE CONSERVANCY, UNIVERSITY OF NEW HAMPSHIRE, U.S.D.A. NATURAL RESOURCES CONSERVATION SERVICE, NEW HAMPSHIRE FISH AND GAME DEPARTMENT, AND U.S. FISH & WILDLIFE SERVICE

I. PARTIES

This Memorandum of Understanding (MOU) is made and entered into by the following parties: National Oceanic & Atmospheric Administration National Marine Fisheries Service; New Hampshire Department of Environmental Services, acting through its New Hampshire Coastal Program and Watershed Assistance Program; Piscataqua Region Estuaries Partnership; The Nature Conservancy; University of New Hampshire, acting through its Marine Program; U.S.D.A. Natural Resources Conservation Service; New Hampshire Department of Fish and Game and its Great Bay National Estuarine Research Reserve; and U.S. Fish and Wildlife Service, acting through its Fisheries Program and Partners for Fish & Wildlife Program. Hereinafter, these agencies shall be collectively referred to as "the Parties."

II. PURPOSE

This MOU is intended to memorialize the Parties' commitment to the purpose, vision, and functions of the Partnership to Restore New Hampshire's Estuaries ("Partnership"), and to define the Parties' roles and responsibilities as leaders of the Partnership.

The Partnership is being formed to increase the pace and scale of restoration efforts to improve the long-term sustainability of the State's estuaries. The vision is to promote cooperative restoration and conservation activities in New Hampshire's coastal watersheds to improve the health, productivity, and resiliency of its two major estuaries – Great Bay and Hampton-Seabrook – so that fish, shellfish, crustaceans, plants, waterfowl, piscivorous birds, and other native species flourish, and local communities recognize and derive societal benefits provided by healthy estuary ecosystems including clean water, vibrant fisheries, abundant recreation opportunities, beautiful scenery, stable shorelines, and diverse wildlife populations.

The Partnership is comprised of organizations that have a role or interest in estuary restoration and conservation in New Hampshire, and that are working to bring together a broad base of expertise, capacity, and local knowledge to advance restoration goals.

The Partnership will undertake collaborative actions to accomplish the following: assess current conditions and establish restoration targets and goals; develop strategic, science-based

¹ The word "Partnership" as used herein refers to a cooperative understanding and is not intended to imply any legal relationship between the parties hereto. See section VII.B.

restoration priorities and actions plans; provide the rationale for restoration to decision-makers and the general public; share information, ideas, and lessons; foster peer review of restoration project designs; support efforts to seek funding to implement Partnership workplans and priority projects; identify, develop, and/or endorse specific restoration projects; implement and provide technical assistance to restoration projects; and track restoration projects and progress toward goals.

The Parties have mutual goals to understand, restore and maintain the health and productivity of New Hampshire's estuaries and their associated wildlife and natural resources, and as such, will constitute a Steering Committee of the Partnership. The Steering Committee is comprised of one individual from each of the Parties identified in Section I. Besides providing overall strategy and direction for the Partnership, additional roles and responsibilities of the Steering Committee are specified in Section IV. This cooperative effort will achieve better management and protection of New Hampshire's estuaries.

III. AUTHORITIES

The National Oceanic & Atmospheric Administration National Marine Fisheries Service enters into this Agreement under the authority of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. Sec.1801 et seq.; Fish and Wildlife Act of 1956, 16 U.S.C. Sec. 742a, et seq.; Fish and Wildlife Coordination Act, 16 U.S.C. Sec. 661-667.; and the Fish and Wildlife Act, 16 U.S.C. 753a.

The U.S. Fish and Wildlife Service enters into this agreement under the authority of Section 7 of the Fish and Wildlife Act of 1956 (16 U.S.C. 742f(a)(4)).

U.S.D.A. NRCS authority to enter into this MOU is the Conservation Technical Assistance Program (CTA) 16 U.S.C. 590a-590f, 590q, 7 CFR Part 610 (CFDA 10.902); and the Food, Conservation, and Energy Act of 2008 (PL 110-234).

IV. SPECIFIC OBLIGATIONS OF THE PARTIES

To advance the purpose and vision of the Partnership, the Parties further agree to the following provisions:

A. General Provisions

Each of the Parties shall:

1. Appoint a representative and alternate to serve on the Partnership Steering Committee and to participate in Steering Committee meetings, which are expected to occur approximately four times per year. The initial composition of the Steering Committee and the principal contact for each of the Parties as of the date of execution of this MOU is identified in Appendix A, Principal Contacts.
2. Assist in the development and, to the extent practicable, implementation of the Partnership's priorities and work plans.
3. Work to integrate the Partnership's annual priorities into their respective organization/agency's priorities and work plans, to the extent practicable.

- D. This MOU may be modified, amended, or supplemented by the written agreement of all Parties.
- E. Other organizations, agencies, or programs may be added as additional Parties to this MOU, by a written amendment properly executed by all the Parties and upon unanimous approval of the existing Parties. Added Parties will, by extension, serve on the Partnership's Steering Committee.
- F. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one document.

VIII. PERIOD OF AGREEMENT

- A. The term of this MOU shall be for the period beginning with the execution of the Agreement by all Parties, and shall remain in effect for five years unless terminated or modified.
- B. Any Party may withdraw from this MOU, with 30 days notice in writing to the Partnership Coordinator.
- C. The Parties may agree to extend the term of this MOU, provided that the agreement to extend is in writing and is signed by all Parties.

IX. ASSETS

The Parties and their respective agencies and offices will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner.

Nothing in this MOU shall require any party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

The Parties shall each own the assets they bring to and employ in their participation in the activities contemplated herein and shall be entitled to take those assets with them when the MOU expires or is terminated or the Party withdraws from continued participation in this MOU as provided for in Section VIII. B, above.

In witness whereof, the Signatories hereto have executed this MOU as of the last written date below:



Patricia A. Montanio
National Oceanic & Atmospheric Administration

9/28/09

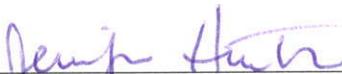
Date



Thomas S. Burack, Commissioner
New Hampshire Department of Environmental Services

9/10/2009

Date



Jennifer Hunter, Director
Piscataqua Region Estuaries Partnership

7-29-09

Date



Daryl Burtnett, Executive Director
The Nature Conservancy

7-28-09

Date



Thomas R. Chapman, New England Field Office
United States Fish and Wildlife Service

10 Sept 2009

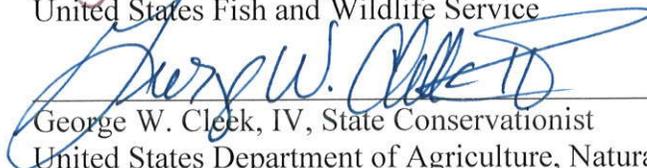
Date



Joseph F. McKeon, Central New England Fishery Resources Office
United States Fish and Wildlife Service

9/22/09

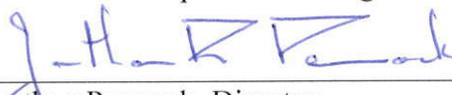
Date



George W. Cleek, IV, State Conservationist
United States Department of Agriculture, Natural Resources Conservation Service

9-16-09

Date



Jonathan Pennock, Director
University of New Hampshire Marine Program

7.29.09

Date



Glenn Normandeau, Executive Director
New Hampshire Fish and Game Department

10/12/09

Date